

2/05/10 11:57:01
DK T BK 3,132 PG 187
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDATION REQUESTED BY:

Trustmark National Bank, Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632

WHEN RECORDED MAIL TO:

Trustmark National Bank, Attn: Loan Operations, P. O. Box 1182, Jackson, MS 39205

SEND TAX NOTICES TO:

Marcus O. Cain and Linda A. Cain, 918 White Oak Drive, Hernando, MS 38632

FOR RECORDER'S USE ONLY

This Modification of Deed of Trust prepared by:

Beverly B. Scott, Branch Manager
Trustmark National Bank
2510 Highway 51 South
Hernando, MS 38632
(662) 429-5251

INDEXING INSTRUCTIONS: Lot 1, Oakdale Estates Subdivision, Section 5, T3S, R7W, DeSoto County, Mississippi.

MODIFICATION OF DEED OF TRUST



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THIS MODIFICATION OF DEED OF TRUST dated December 31, 2009, is made and executed between Marcus O. Cain and wife, Linda A. Cain ("Grantor") and Trustmark National Bank, whose address is Hernando Main Office, 2510 Highway 51 South, Hernando, MS 38632 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated July 1, 1998 (the "Deed of Trust") which has been recorded in DeSoto County, State of Mississippi, as follows:

Recorded July 27, 1998 in the Office of the Chancery Clerk in Book 1019 at Page 435.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DeSoto County, State of Mississippi:

LOT 1, OAKDALE ESTATES SUBDIVISION, SECTION 5, TOWNSHIP 3 SOUTH, RANGE 7 WEST, IN DESOTO COUNTY, MISSISSIPPI AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 13, PAGE 31, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS MADE FOR A MORE PARTICULAR DESCRIPTION.

The Real Property or its address is commonly known as 918 White Oak Drive, Hernando, MS 38632.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The following paragraph shall be deleted in its entirety:

WHEREAS, Debtor is indebted to Secured Party in the full sum of Fifty Thousand and No/Dollars (\$50,000.00) evidenced by a Trustmark Equity Line Account Agreement (hereinafter Agreement), payable in accordance with the terms thereof, of even date herewith, bearing interest at the rate specified in the Agreement, providing for payment of attorney's fees for collection if not paid according to the terms thereof and being due and payable in full on July 1, 2008. The Agreement provides for obligatory advances, repayments, and readvances under a revolving line of credit to the maximum amount of \$50,000.00, all to be secured by this Deed of Trust.

The following language shall be added and made a part of this Modification of Deed of Trust:

Note. The word "Note" means the promissory note dated December 31, 2009, in the original principal amount of \$36,479.73 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is January 15, 2020.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorers to the Note, including

MODIFICATION OF DEED OF TRUST

Loan No: 10505659-13457

(Continued)

Page 2

accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED DECEMBER 31, 2009.

GRANTOR:

x Marcus O. Cain

 Marcus O. Cain

x Linda A. Cain

 Linda A. Cain

LENDER:

TRUSTMARK NATIONAL BANK

x Beverly B. Scott

 Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
 COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 31st day of December, 2009, within my jurisdiction, the within named Marcus O. Cain and Linda A. Cain, who acknowledged that they signed, executed and delivered the above and foregoing Modification for the purposes mentioned on the day and year therein mentioned.

Charlotte C. Gahagan

 NOTARY PUBLIC

My Commission Expires:
12-20-2011



LENDER ACKNOWLEDGMENT

STATE OF Mississippi)
) SS
 COUNTY OF Desoto)

Personally appeared before me, the undersigned authority in and for the said County and State, on this 31st day of December, 2009, within my jurisdiction, the within named Beverly Scott, who acknowledged that (he)(she) is Vice Pres. of Trustmark National Bank and that in said representative capacity (he)(she) executed the above and foregoing Modification after having been duly authorized so to do.

Charlotte C. Gahagan

 NOTARY PUBLIC

My Commission Expires:
12-20-2011

